| SOLICITATION, OFFER AND AWARD | | | | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) Rating DOA5 Page 1 of 34 | | | | | 1 of 34 | | | |
|---|---|--|---|---|--|------------------------------------|--|------------------|-------------|----------------|---|---------------|------------------|
| 2. Conti | ract No. | | 3. Solicitation W52H09-04 | | | 4. Ty | I. Type of Solicitation Negotiated (RFP) S. Date Issued 20040CT05 6. Requisition/Purchase No. SEE SCHEDULE | | | | | | |
| AMSTA- | d By -ROCK ISLAN -LC-CFA ISLAND IL | | 1 | Code W | 52H09 | 8. Ad | dress O | ffer To (If Oth | er Than It | em 7) | | | |
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| X | A | | Contract Forn | | 1 | | X | | Contract (| | | | 23 |
| X | В | | Services and P | | 6 | | х | | | | | Other Attach | ments 26 |
| X | C D | _ | /Specs./Work S and Marking | tatement | 16 | | Α | | List of Att | | s ions And In | structions | 20 |
| X | E | b | and Acceptance | | 18 | | | | | | ertification | | |
| X | F | | r Performance | ' | 19 | | Х | | Other Stat | | | s, and | 27 |
| Х | G | | lministration E | ata | 20 | | Х | | | | l Notices to | Offerors | 32 |
| X | H | Special Con | tract Requiren | ients | 21 | | Х | M | Evaluation | Factors | for Award | l | 34 |
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| | | | T C | | | | | d by Governme | ent) | | | | |
| 19. Acce | epted As To I | tems Numbe | red | 20. Amou | | | | unting And Ap | | n | | | |
| 22. Authority For Using Other Than Full And Open Competition: 10 U.S.C. 2304(c)() | | | | 2 | | nit Invoices To opies unless ot | | | | Item | | | |
| 24. Adm | ninistered By | (If other tha | n Item 7) | Code | | 2 | 25. Payn | nent Will Be M | lade By | | <u>, , , , , , , , , , , , , , , , , , , </u> | 1 | Code |
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| | | | | | | | | (Signature of | Contractin | g Office | r) | | |

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-R-0305

MOD/AMD

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

- 1. Solicitation W52H09-04-R-0305 is a 100% Small Business Set-Aside, and will result in the award of a 3-year, firm fixed-price, indefinite delivery indefinite quantity (IDIQ) type contract (see FAR 16.504).
- 2. The items being procured are as follows:

| CLIN | NOMENCLATURE | NSN | P/N |
|------|---------------|------------------|----------|
| | | | |
| 0001 | COVER, ACCESS | 5340-01-040-1088 | 12008190 |
| 0002 | RETAINER, OIL | 5330-01-144-8034 | 12009189 |
| 0003 | COVER, ACCESS | 5340-01-457-2922 | 12965293 |
| 0004 | COVER, ACCESS | 5340-01-457-2934 | 12965298 |
| 0005 | COVER, ACCESS | 5340-01-298-0148 | 12909116 |
| 0006 | COVER, ACCESS | 5340-01-039-6727 | 12008272 |

3. The guaranteed minimum quantities to be awarded under this solicitation is as follows:

```
CLIN QTY
0001 41
0002 370
0003 75
0004 35
0005 250
0006 50
```

These are the guaranteed minimum guantities to be awarded under this solicitation and specifically represents the guaranteed "minimum" quantities as defined by the referenced FAR and DFARS clauses contained within this solicitation document either in full text or incorporated by reference. The guaranteed minimum quantities will be obligated at time of basic award under Delivery Order 0001. All other estimated buy quantities are estimates only, and do not bind the Government in any way.

4. Ordering periods covered by this solicitation are specified below.

```
Ordering Period 1: Date of award - 31 Dec 2005
Ordering Period 2: 1 Jan 2006 - 31 Dec 2006
Ordering Period 3: 1 Jan 2007 - 31 Dec 2007
```

- 5. The Government's projected buy quantities, by Ordering Period, as set forth on the Price Evaluation Spreadsheet (Attachment 004) represent the best estimate of actual projected demands. The Government has weighted the ranges based on the likelihood that if an order is placed, it will be placed in that range. These quantities may be impacted by many unforeseen factors including changing technologies and budgetary influences, etc. The minimum and maximum quantity pricing ranges are provided solely for the purpose of establishing reasonable ranges of quantities against which to provide prices, and to establish ordering limitations in the event that orders beyond the minimum quantities are executed. The Price Evaluation Sheet also establishes the ordering limitations defined in Clause IF6029, "Order Limitations" (FAR 52.216-19). Under this IDIQ contract scenario, the Government promises minimum buy quantities at time of contract award. Except for the guaranteed minimum quantities stated above, the Government does not guarantee any future awards of projected buys.
- 6. The proposed unit prices for all quantities, both the guaranteed minimum quantities and the indefinite quantities shall be marked on the Price Evaluation Spreadsheet at Attachment 004. Proposals failing to offer prices for all CLINs and all three pricing periods will not be considered. Proposals offering prices for quantities other than those solicited will not be considered.
- 7. All delivery orders will be issued UNILATERALLY by the Government with firm delivery dates at the unit price corresponding to the ordering period. The delivery date for all delivery orders will be 150 days after award.
- 8. Offerors are required to submit prices for production deliveries based on F.O.B. Destination. Shipping destinations will include DDSP New Cumberland Facility (New Cumberland PA), and/or XU Def Dist Depot San Joaquin (Tracy, CA), and/or XR WOL7 Anniston Munitions Center (Anniston, AL). Destinations will be more specifically stated in the Section B of the delivery orders.
- 9. The Government is only liable to buy the quantities ordered under signed delivery orders and will not be held liable for the Contractor's decision to build quantities ahead of the schedule.
- 10. Only Contracting Officers of the following activity are authorized to issue orders under this IDIQ contract:

Reference No. of Document Being Continued

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MOD/AMD

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Name of Offeror or Contractor:

AMSTA-LC-CFA
Rock Island IL 61299-7630

*** END OF NARRATIVE A 001 ***

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
| | | |

A-1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

TTTT. / 1 QQ

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review, they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

A-2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN

AUG/2004

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
 - b. If you think that this solicitation:
 - 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army, TACOM-Rock Island
1 Rock Island Arsenal
ATTN: AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-4931
Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide her with the following information:
 - (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/ide/documents/mrm2.pdf).

- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED. Bids submitted by electronic fax to 309-782-2047 will be accepted as these bids are considered to be electronic communication.
 - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-5 52.233-4503 AMC-LEVEL PROTEST PROGRAM

TACOM-RI

TIIN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel

ATTN: AMCCC-PL

9301 Chapek Rd 2-1SE3401 Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875 Voice Number (703) 806-8762

| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 5 of 34 |
|--------------------|---|--------------|
| CONTINUATION SHEET | PIIN/SIIN W52H09-04-R-0305 MOD/AMD | |

Name of Offeror or Contractor:

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0305 MOD/AMD

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| | | | | | |
| | | | | | |
| 0001 | PRODUCTION QUANTITY | | EA | \$ | \$ |
| | | | | | |
| | NSN: 5340-01-040-1088 | | | | |
| | NOUN: COVER, ACCESS | | | | |
| | FSCM: 19204 | | | | |
| | PART NR: 12008190 | | | | |
| | SECURITY CLASS: Unclassified | | | | |
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| | ****ATTENTION**** | | | | |
| | III III III III III III III III III II | | | | |
| | PRICING FOR ALL CLINS SHALL BE RECORDED ON THE | | | | |
| | PRICE EVALUATION SHEET AT ATTACHMENT 4. DO NOT PUT PRICES IN SCHEDULE B OF THIS SOLICITATION. | | | | |
| | SEE ALSO SECTIONS L AND M FOR ADDITIONAL PRICING | | | | |
| | INFORMATION AND GUIDANCE. | | | | |
| | (Prod. of promotion P001) | | | | |
| | (End of narrative B001) | | | | |
| | | | | | |
| | Packaging and Marking | | | | |
| | PACKAGING/PACKING/SPECIFICATIONS: | | | | |
| | SEE SECTION D | | | | |
| | LEVEL PRESERVATION: Commercial | | | | |
| | LEVEL PACKING: Commercial | | | | |
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| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | | | | | |
| | FOB POINT: Destination | | | | |
| | DELIVERY DATE FOR ALL ORDERS WILL BE 150 DAYS | | | | |
| | AFTER DATE OF AWARD. | | | | |
| | DESTINATIONS: | | | | |
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| | SHIP TO: XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY | | | | |
| | BUILDING MISSION DOOR 113 134 | | | | |
| | NEW CUMBERLAND, PA 17070-5001 | | | | |
| | SHIP TO: XU DEF DIST DEPOT SAN JOAQUIN | | | | |
| | 25600 S CHRISMAN ROAD | | | | |
| | REC WHSE 10 PH 209-839-4307 | | | | |
| | TRACY CA 95376-5000 | | | | |
| | SHIP TO: XR W0L7 ANNISTON MUNITIONS CENTER | | | | |
| | TRANS OFFICER 256 235 6837 CL V | | | | |
| | 7 FRANKFORD AVE, BLDG 380 | | | | |
| | ANNISTON AL 36201-4199 | | | | |
| | SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY | | | | |
| | STATED IN THE INDIVIDUAL DELIVERY ORDERS. | | | | |
| | (End of narrative F001) | | | | |
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Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0305 MOD/AMD

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
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| | | | | | |
| | | | | | |
| 0002 | PRODUCTION QUANTITY | | EA | \$ | \$ |
| | | | | | |
| | NSN: 5330-01-144-8034 | | | | |
| | NOUN: RETAINER, OIL SE | | | | |
| | FSCM: 19200 | | | | |
| | PART NR: 12009189 | | | | |
| | SECURITY CLASS: Unclassified | | | | |
| | | | | | |
| | *****ATTENTION**** | | | | |
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| | PRICING FOR ALL CLINS SHALL BE RECORDED ON THE | | | | |
| | PRICE EVALUATION SHEET AT ATTACHMENT 4. DO NOT PUT PRICES IN SCHEDULE B OF THIS SOLICITATION. | | | | |
| | SEE ALSO SECTIONS L AND M FOR ADDITIONAL PRICING | | | | |
| | INFORMATION AND GUIDANCE. | | | | |
| | (Fod of mountains D001) | | | | |
| | (End of narrative B001) | | | | |
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| | Packaging and Marking | | | | |
| | PACKAGING/PACKING/SPECIFICATIONS: | | | | |
| | SEE SECTION D | | | | |
| | LEVEL PRESERVATION: Commercial | | | | |
| | LEVEL PACKING: Commercial | | | | |
| | Inspection and Acceptance | | | | |
| | INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | | | | | |
| | FOB POINT: Destination | | | | |
| | DELIVERY DATE FOR ALL ORDERS WILL BE 150 DAYS | | | | |
| | AFTER DATE OF AWARD. | | | | |
| | DESTINATIONS: | | | | |
| | SHIP TO: XU TRANSPORTATION OFFICER | | | | |
| | DDSP NEW CUMBERLAND FACILITY | | | | |
| | BUILDING MISSION DOOR 113 134 | | | | |
| | NEW CUMBERLAND, PA 17070-5001 | | | | |
| | SHIP TO: XU DEF DIST DEPOT SAN JOAQUIN | | | | |
| | 25600 S CHRISMAN ROAD | | | | |
| | REC WHSE 10 PH 209-839-4307 | | | | |
| | TRACY CA 95376-5000 | | | | |
| | SHIP TO: XR W0L7 ANNISTON MUNITIONS CENTER | | | | |
| | TRANS OFFICER 256 235 6837 CL V | | | | |
| | 7 FRANKFORD AVE, BLDG 380 | | | | |
| | ANNISTON AL 36201-4199 | | | | |
| | SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY | | | | |
| | STATED IN THE INDIVIDUAL DELIVERY ORDERS. | | | | |
| | (End of narrative F001) | | | | |
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Reference No. of Document Being Continued **PIIN/SIIN** W52H09-04-R-0305 MOD/AMD

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
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| 0003 | PRODUCTION QUANTITY | | EA | \$ | \$ |
| 0003 | - NODOGIJON YOUNGITI | | | | |
| | NSN: 5340-01-457-2922 | | | | |
| | NOUN: COVER, ACCESS | | | | |
| | FSCM: 19200 | | | | |
| | PART NR: 12965293 | | | | |
| | SECURITY CLASS: Unclassified | | | | |
| | | | | | |
| | ****ATTENTION**** | | | | |
| | PRICING FOR ALL CLINS SHALL BE RECORDED ON THE | | | | |
| | PRICE EVALUATION SHEET AT ATTACHMENT 4. DO NOT | | | | |
| | PUT PRICES IN SCHEDULE B OF THIS SOLICITATION. | | | | |
| | SEE ALSO SECTIONS L AND M FOR ADDITIONAL PRICING | | | | |
| | INFORMATION AND GUIDANCE. | | | | |
| | (End of narrative B001) | | | | |
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| | Packaging and Marking | | | | |
| | PACKAGING/PACKING/SPECIFICATIONS: | | | | |
| | SEE SECTION D | | | | |
| | LEVEL PRESERVATION: Commercial | | | | |
| | LEVEL PACKING: Commercial | | | | |
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| | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | FOB POINT: Destination | | | | |
| | DELIVERY DATE FOR ALL ORDERS WILL BE 150 DAYS | | | | |
| | AFTER DATE OF AWARD. | | | | |
| | DESTINATIONS: | | | | |
| | SHIP TO: XU TRANSPORTATION OFFICER | | | | |
| | DDSP NEW CUMBERLAND FACILITY | | | | |
| | BUILDING MISSION DOOR 113 134 | | | | |
| | NEW CUMBERLAND, PA 17070-5001 | | | | |
| | SHIP TO: XU DEF DIST DEPOT SAN JOAQUIN | | | | |
| | 25600 S CHRISMAN ROAD | | | | |
| | REC WHSE 10 PH 209-839-4307 | | | | |
| | TRACY CA 95376-5000 | | | | |
| | SHIP TO: XR WOL7 ANNISTON MUNITIONS CENTER | | | | |
| | TRANS OFFICER 256 235 6837 CL V | | | | |
| | 7 FRANKFORD AVE, BLDG 380 ANNISTON AL 36201-4199 | | | | |
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| | SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY STATED IN THE INDIVIDUAL DELIVERY ORDERS. | | | | |
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| | (End of narrative F001) | | | | |
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Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0305 MOD/AMD

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| NSN: 5340-01-457-2934 NOON: COVER, ACCESS FSCM: 19300 PART NR: 1295238 SECURITY CLASS: Unclassified *****ATTENTION**** PRICING FOR ALL CLING SHALL BE RECORDED ON THE PRICE BYALLETION SHEET AT ATTENDENT 4. DO NOT CUT PRICES IN AND WIGH ADDITIONAL PRICING INCREDED B. DO THIS SOLICITATION. SER AISO SHOTIONS 1. AND WIGH ADDITIONAL PRICING INNORMATION AND GILDANCE. (End of narrative Bool) EACKNAING and Marking PACCACING PROCEEDS B. DO THIS SOLICITATION. LIVEL PRESENTATION: Commercial LIVEL PROCESSES OF THE SOLICITATION OF THE PRICES OF THE SOLICITATION. POR POINT: Destination. DESTINATIONS: SHIP TO: XL TRANSPORTATION OFFICER BLOSP NEW COMMERCIAND PACILITY HILLIONE MISSION BOOK 13 134 NEW COMMERCIAND, PA 17070-5001 SHIP TO: XL DEE DIST DEPOT SAN JOAQUIN ZÉGGG S CHRISMAN BOAD REC NHISE 10 PH 209-039-43107 TRACK OA SS376-5000 SHIP TO: XR WOLL ARMITTON MINITIONS CHNTER TRANS OFFICER 256 235 6637 CI V 7 FERMANDOLD NAMES SPECUFICALLY SITUATIONS IN THE MINITION MINITIONS CHNTER TRANS OFFICER 256 235 6637 CI V 7 FERMANDOLD NAMES SPECUFICALLY SITUATIONS INTRODUCTIONS WILL BE MORE SPECUFICALLY SITUATION INTRODUCTIONS WILL BE MORE SPECUFICALLY SITUATION INTRODUCTIONS WILL BE MORE SPECUFICALLY SITUATION INTERNEDICTIONS WILL BE MORE SPECUFICALLY SITUATION IN THE MEDITIONS WILL BE MORE SPECUFICALLY SITUATION IN THE MEDITIONS WILL BE MORE SPECUFICALLY SITUATE IN THE INDIVIDUAL DELIVERY ORDERS. | AMOUNT | NIT PRICE | י י | UNIT | QUANTITY | SUPPLIES/SERVICES | ITEM NO |
|--|--------|-----------|-----|------|----------|---|---------|
| NSN: S140-01-457-2934 NDON: COWER, ACCESS PSCN: 19200 PART NR: 12955298 SECURIT CLASS: Unclassified | | | | | | | |
| NSN: 5340-01-457-2934 NOON: COVER, ACCESS PSCM: 19200 PART NR: 12965298 SECURITY CLASS: Unclassified *****ATTENTION**** PRICING FOR ALL CLINS SHALL BE RECORDED ON THE PRICE RYALLWAYION SHERT AT ATTACHMENT 4. DO NOT FUT PRICES IN, SCHEDULE B. OF THIS SOLICITATION. SER ALSO SECTIONS 1. AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE. (End of narrative BOO1) Fackaging. and Marking PACKAGING/FACKING/SPECIFICATIONS: SER SECTION D LEVEL PRESERVATION: Commercial INVEL PRESERVATION: Commercial INVEL PRESERVATION: Commercial INVEL PRESERVATION: DESTINATIONS: SER SECTION D DELIVERY DATE FOR ALL COMPARES WILL BE 150 DAYS AFTER DATE OF AWARD. DESTINATIONS: SHIP TO: XU TRANSPORTATION OFFICER DOSE NEW CUMBERLAND PACLILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND, PA 17070-5001 SHIP TO: XU DEF DIST DEFOT SAN TOMOGUIN 2500 S CHRISTAN ROAD REC WHEE 10 PH 209-839-4307 TRACY CA 95376-5000 SHIP TO: XR WOLT ANNISTON MUNITIONS CENTER TARMS OFFICER 256 235 5837 CL V 7 FRAMEWORD AVE, BLDG 380 ANNISTON ALL SEGUL-1499 SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY | | | | | | | |
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| | *****ATTENTION**** | | | | |
| | PRICING FOR ALL CLINS SHALL BE RECORDED ON THE | | | | |
| | PRICE EVALUATION SHEET AT ATTACHMENT 4. DO NOT | | | | |
| | PUT PRICES IN SCHEDULE B OF THIS SOLICITATION. | | | | |
| | SEE ALSO SECTIONS L AND M FOR ADDITIONAL PRICING | | | | |
| | INFORMATION AND GUIDANCE. | | | | |
| | (End of narrative B001) | | | | |
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| | Packaging and Marking | | | | |
| | PACKAGING/PACKING/SPECIFICATIONS: SEE SECTION D | | | | |
| | LEVEL PRESERVATION: Commercial | | | | |
| | LEVEL PACKING: Commercial | | | | |
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| | | | | | |
| | Inspection and Acceptance | | | | |
| | INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | FOB POINT: Destination | | | | |
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| | DELIVERY DATE FOR ALL ORDERS WILL BE 150 DAYS | | | | |
| | AFTER DATE OF AWARD. | | | | |
| | DESTINATIONS: | | | | |
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| | SHIP TO: XU TRANSPORTATION OFFICER | | | | |
| | DDSP NEW CUMBERLAND FACILITY | | | | |
| | BUILDING MISSION DOOR 113 134 | | | | |
| | NEW CUMBERLAND, PA 17070-5001 | | | | |
| | SHIP TO: XU DEF DIST DEPOT SAN JOAQUIN | | | | |
| | 25600 S CHRISMAN ROAD | | | | |
| | REC WHSE 10 PH 209-839-4307 | | | | |
| | TRACY CA 95376-5000 | | | | |
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| | SHIP TO: XR WOL7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V | | | | |
| | 7 FRANKFORD AVE, BLDG 380 | | | | |
| | ANNISTON AL 36201-4199 | | | | |
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| | SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY | | | | |
| | STATED IN THE INDIVIDUAL DELIVERY ORDERS. | | | | |
| | (End of narrative F001) | | | | |
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Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0305 MOD/AMD

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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
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| 0006 | PRODUCTION QUANTITY | | EA | \$ | \$ |
| | = | | | | |
| | NSN: 5340-01-039-6727 | | | | |
| | NOUN: COVER, ACCESS | | | | |
| | FSCM: 19204 | | | | |
| | PART NR: 12008272 | | | | |
| | SECURITY CLASS: Unclassified | | | | |
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| | ****ATTENTION**** | | | | |
| | PRICING FOR ALL CLINS SHALL BE RECORDED ON THE | | | | |
| | PRICE EVALUATION SHEET AT ATTACHMENT 4. DO NOT | | | | |
| | PUT PRICES IN SCHEDULE B OF THIS SOLICITATION. | | | | |
| | SEE ALSO SECTIONS L AND M FOR ADDITIONAL PRICING INFORMATION AND GUIDANCE. | | | | |
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| | (End of narrative B001) | | | | |
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| | Packaging and Marking | | | | |
| | PACKAGING/PACKING/SPECIFICATIONS: | | | | |
| | SEE SECTION D LEVEL PRESERVATION: Commercial | | | | |
| | LEVEL PACKING: Commercial | | | | |
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| | Inspection and Acceptance | | | | |
| | INSPECTION: Origin ACCEPTANCE: Origin | | | | |
| | FOB POINT: Destination | | | | |
| | DELIVERY DATE FOR ALL ORDERS WILL BE 150 DAYS | | | | |
| | AFTER DATE OF AWARD. | | | | |
| | DESTINATIONS: | | | | |
| | SHIP TO: XU TRANSPORTATION OFFICER | | | | |
| | DDSP NEW CUMBERLAND FACILITY | | | | |
| | BUILDING MISSION DOOR 113 134 | | | | |
| | NEW CUMBERLAND, PA 17070-5001 | | | | |
| | SHIP TO: XU DEF DIST DEPOT SAN JOAQUIN | | | | |
| | 25600 S CHRISMAN ROAD | | | | |
| | REC WHSE 10 PH 209-839-4307 TRACY CA 95376-5000 | | | | |
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| | SHIP TO: XR W0L7 ANNISTON MUNITIONS CENTER TRANS OFFICER 256 235 6837 CL V | | | | |
| | 7 FRANKFORD AVE, BLDG 380 | | | | |
| | ANNISTON AL 36201-4199 | | | | |
| | SHIPPING INSTRUCTIONS WILL BE MORE SPECIFICALLY | | | | |
| | STATED IN THE INDIVIDUAL DELIVERY ORDERS. | | | | |
| | (End of narrative F001) | | | | |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite ______ Title _____ Date

C-1 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

APPLICABLE TO CLIN 0001

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12008190 with revisions in effect as of 6/4/03 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action:

12008190: Add "Distribution Statement A. Approved for public release; distribution is unlimited."

APPLICABLE TO CLIN 0002

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12009189 revisions in effect as of 6/4/03 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action:

12009189: Add "Distribution Statement A. Approved for public release; distribution is unlimited."

SPI 12009189: Block 4, change NSN to 5340-01-144-8034

APPLICABLE TO CLIN 0003

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12965293 with revisions in effect as of 6/4/03 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action:

12965293: Zone A4, change AMSTA-AR-ESM to AMSTA-AR-FSA-RA.

APPLICABLE TO CLIN 0004

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12965298 with revisions in effect as of 3/5/04 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action:

CONTINUATION SHEET Reference No. of Document Being Continued

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| TDPL: | | | |
|---------------|---------|-----------------|-----------|
| Document: | Delete: | Substitute: | Add: |
| | | | |
| SPI 12965298 | | | Orig |
| ISO-9000 | XX | | |
| QQ-A-250/11 | XX | AMS-QQ-A-250/11 | 7/1/97 |
| AMS-QQ-A-250 | | | 6/30/98 |
| MIL-PRF-23377 | | | rev H |
| MIL-PRF-22750 | | | rev F |
| MIL-PRF-85582 | | | rev D |
| MIL-P-53022 | | | rev B |
| MIL-P-53030 | | | A w/Amd 2 |

APPLICABLE TO CLIN 0005

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12909116 with revisions in effect as of 7/3/03 (except as follows):

ENGINEERING EXCEPTIONS: No exceptions

APPLICABLE TO CLIN 0006

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing (TDPL) 12008272 with revisions in effect as of 3/5/04 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action:

Add distribution statement "A" to 12008272.

(CS6100)

C-2 52.211-4505 AVAILABLE TECHNICAL DATA PACKAGE (TDP) APR/2000 TACOM RI

The Technical Data Package(s) (TDP) for this solicitation is currently accessible on the Internet in the National Stock Number/TDP column of the Open Solicitations Web Page listing associated with this solicitation (address: http://aais.ria.army.mil/aais/Padds web/index.html). Contractors who are interested in bidding, offering, or quoting on the item(s) being solicited must download a copy of the TDP so that they will have access to the TDP in accordance with the solicitation. Hard copies of the TDP will NOT be provided during the solicitation process. At time of award, the TDP will continue to be accessible on the Internet on the Award Web Page for an additional 30 days.

(End of Clause)

(CS7102)

C-3 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION JUL/2001
TACOM RI

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

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Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
| | | |

D-1 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2004

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

PRESERVATION: COMMERCIAL
LEVEL OF PACKING: Commercial
QUANTITY PER UNIT PACKAGE: 001

- 1 Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year, provide for multiple handling, redistributuion and shipment by any mode and meet or exceed the following requirements
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion of deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
- 2 Unit Package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.
- 3 Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
- 4 Intermediate Package Intermediate packaging is required whenever one or more of the following conditions exists:
 - a. the quantity is over one (1) gross of the same national stock number,
 - $\ensuremath{\text{b.}}$ use enhances handling and inventorying,
 - c. the exterior surfaces of the unit pack is a bag of any type, regardless of size,
 - d. the unit pack is less than 64 cubic inches,
 - e. the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

- 5. Packing:
- 5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
 5.2 Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- 6 Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- 7 Marking:
- 7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 2, Date 10 Feb 04, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- 7.2 Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g., New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.
- 7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior

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shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

- 7.4. Military Shipping Label. The following website (Computer Automated Transportation Tool, CAAT) provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: http://www.asset-
- trak.com/catt/msl_irrd/mslirrdmain.htm. This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (http://milpac.com) and Easysoft Corporation (http://easysoftcorp.com). Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
- 8. Hazardous Materials: In addition to the general instructions listed above;
- 8.1 Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- 8.2 Packaging and marking for hazardous material shall comply with the requirments for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations

International Maritime Dangerous Goods Code (IMDG)

Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49

Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

- 8.3 If the shipment originates from outside the continental United Sates, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- 8.4 A Product Material Safety DAta Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- 9 Heat Treatment and Marking of Wood Packaging Materials All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- 10 Quality Assurance The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- 11 SUPPLEMENTAL INSTRUCTIONS: applies to all CLINs.

End of Clause

(DS6421)

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

| | Regulatory Cite | Title | Date |
|-----|-----------------|---|----------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-3 | 52.246-11 | HIGHER-LEVEL CONTRACT OUALITY REQUIREMENT | FEB/1999 |

The Contractor shall comply with the higher-level quality standard below. The Contractor shall be fully compliant prior to award of this contract.

TITLE NUMBER DATE TAILORING

Quality Management Systems Requirements

ISO 9001:2000

13 Dec 2000

exclude paras 7.3, 7.4, 7.5.1, and 7.5.2

(End of clause)

(EF6002)

E-4 52.246-4528 TACOM-RT

REWORK AND REPAIR OF NONCONFORMING MATERIAL

MAY/1994

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

| | Regulatory Cite | Title | Date |
|-----|-----------------|---|----------|
| F-1 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-2 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |
| F-3 | 52.247-35 | F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES | APR/1984 |
| F-4 | 52.247-48 | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999 |
| F-5 | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| | | | |
| F-6 | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
 - (b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(End of Clause)

(FF7020)

F-7 52.247-4531 COGNIZANT TRANSPORTATION OFFICER

MAY/1993

- (a) The Contract Administration Office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date, the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMA.
 - (b) The Contract Administration Office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite _ Title 52.232-4500

G-1 TACOM-RI CONTRACT PAYMENT INSTRUCTIONS

AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

| | Regulatory Cite | Title | Date |
|-----|-------------------------|---|----------|
| H-1 | 252.247-7023 DFARS | TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III | MAY/2002 |
| H-2 | 52.246-4500 TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is frasern@ria.army.mil. The data fax number for submission is 309-782-1961, ATTN: N Fraser.

(End of Clause)

(HS6510)

H-3 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY

NOV/1995

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| | National | Commercial | | | | |
|-------|----------|------------|---------|--------------|----------|--------|
| Line | Stock | Item | 2 | Source of Su | pply | Actual |
| Items | Number | (Y or N) | Company | Address | Part No. | Mfg |
| (1) | (2) | (3) | (4) | (4) | (5) | (6) |
| | | | | | | |
| | | | | | | |

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list ''none.''
- (3) Use ''Y'' if the item is a commercial item; otherwise, use ''N''. If ''Y'' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.

Reference No. of Document Being Continued

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Name of Offeror or Contractor:

(6) Use ''Y'' if the source of supply is the actual manufacturer; ''N'' if it is not; and ''U'' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End)

(HA7705)

H-4 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION TACOM-RI

MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

| Shipped From: | |
|-------------------------------------|--|
| | |
| | |
| | |
| For contracts involving F.O.B. Orig | in shipments furnish the following rail information: |
| Does Shipping Point have a private | railroad siding? YES NO |
| If YES, give name of rail carrier s | erving it: |
| If NO, give name and address of nea | rest rail freight station and carrier serving it: |
| Rail Freight Station Name and Addre | ss: |
| Serving Carrier: | (End of Clause) |
| (HS7600) | |

Reference No. of Document Being Continued

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

| | Regulatory Cite | Title | Date |
|------------|-----------------------|---|----------|
| I-1 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-2 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-3 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-4 | 52.215-14 | INTEGRITY OF UNIT PRICES - ALTERNATE I | OCT/1997 |
| I-5 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUN/2003 |
| I-6 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-7 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| I-8 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-9 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-10 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-11 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-12 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-13 | 52.232-1 | PAYMENTS | APR/1984 |
| I-14 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-15 | 52.232-11 | EXTRAS | APR/1984 |
| I-16 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
| I-17 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-18 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR | OCT/2003 |
| | | REGISTRATION | |
| I-19 | 52.233-1 | DISPUTES | JUL/2002 |
| I-20 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-21 | 52.243-1 | CHANGES - FIXED PRICE | AUG/1987 |
| I-22 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUL/2003 |
| I-23 | 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR/1984 |
| I-24 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-25 | 52.247-63 | PREFERENCE FOR U.S FLAG AIR CARRIERS | JUN/2003 |
| I-26 | 52.249-1 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM) | APR/1984 |
| I-27 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |
| I-28 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-29 | 252.201-7000 DFARS | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
| I-30 | 252.204-7003 DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-31 | 252.204-7004 DFARS | CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A | NOV/2003 |
| I-32 | 252.225-7001 DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | APR/2003 |
| I-33 | 252.225-7002 DFARS | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| I-34 | 252.225-7014 DFARS | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I | APR/2003 |
| I-35 | 252.225-7025 DFARS | RESTRICTION ON ACQUISITION OF FORGINGS | APR/2003 |
| I-36 | 252.231-7000 DFARS | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| I-37 | 252.232-7003 DFARS | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | JAN/2004 |
| I-38 | 252.242-7000 DFARS | POSTAWARD CONFERENCE | DEC/1991 |
| I-39 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |

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| | Regulatory Cite | Title | Date |
|------|-----------------|--|----------|
| | DFARS | | |
| I-40 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD | MAR/2000 |
| | DFARS | CONTRACTS) | |
| I-41 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| | DFARS | | |
| | | | |
| I-42 | 52.216-18 | ORDERING | OCT/1995 |

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award of the basic contract through 31 Oct 2007.
- a delivery order or task order and this contract, the contract shall control.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

(IF6155)

I-43 52.216-19 ORDER LIMITATIONS

OCT/1995

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- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum quantity for that particular item listed on the Price Evaluation Sheet at Attachment 4, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor -
- (1) Any order for a single item in excess of the maximum quantity for that particular item listed on the Price Evaluation Sheet at Attachment 4;
 - (2) Any order for a combination of items in excess of __N/A__; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-44 52.216-22 INDEFINITE QUANTITY

OCT/1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services

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designated in the Schedule as the "minimum".

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the performance period has expired.

(End of clause)

(IF6036)

I-45 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-46 52.227-1 AUTHORIZATION AND CONSENT

JUL/1995

- (a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.
- (b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-47 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

| TENT ATT | T & 7878 | | SHEET |
|----------|----------|-------------|----------------|
| | | | ~ HHHI |
| | | \ // | 17111111111111 |

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Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| List of | | | Number | |
|----------------|--|------|----------|----------------|
| Addenda | Title | Date | of Pages | Transmitted By |
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) | | 002 | |
| Attachment 001 | DOCUMENT SUMMARY LIST | | 001 | |
| Attachment 002 | ADDRESS LIST | | 001 | |
| Attachment 003 | ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP | | 001 | |
| Attachment 004 | PRICE EVALUATION SPREADSHEET | | 002 | |

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at https://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| List of | | | Number |
|----------------|--|-------------|----------|
| <u>Addenda</u> | <u>Title</u> | <u>Date</u> | of Pages |
| Attachment 1A | Instructions for Completing DD Form 1423 | JUN 90 | 1 Pg |
| Attachment 2A | IOC Form 715-3 | FEB 96 | 2 Pgs |
| Attachment 3A | AMCCOM Form 71-R | 010CT88 | 2 Pgs |
| Attachment 4A | Guidance on Documentation of Contract Data Requirements List (CDRL) | | 2 Pgs |
| Attachment 5A | Disclosure of Lobbying Activities (SF-LLL) | | 3 Pgs |
| Attachment 6A | Data Delivery Description - Engineering Change Proposal | JUL 01 | 9 Pgs |
| Attachment 7A | Data Delivery Description - Notice of Revision | JUL 01 | 2 Pgs |
| Attachment 8A | Data Delivery Description - Request for Deviation | JUL 01 | 4 Pgs |
| | (End of Clause) | | |

(End of Clause)

(JS7001)

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

| | Regulatory Cite | Title | |
|-----|-----------------|--|----------|
| K-1 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | OCT/2003 |
| K-2 | 52.203-2 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION | APR/1985 |

- (a) The offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_______ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

| K-3 | 52.207-4 | ECONOMIC PURCHASE QUANT | TITY - SUPPLIES | | | AUG/19 | 87 | | |
|--------------|----------------|-------------------------------|----------------------|-------------------|--------------|--------|--------|-----|-----------|
| (a) Offerors | are invited to | o state an opinion on whether | the quantity(ies) of | supplies on which | bids, propos | als or | quotes | are | requested |
| in this soli | citation is (a | re) economically advantageous | to the Government. | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
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| CON | TTN | TTA | TION | SHEET |
|-----|-----|-----|------|-------|
| | | UA | | SHEEL |

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| Name of Offeror or Con | tractor: |
|------------------------|----------|
|------------------------|----------|

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

| | OF | FEROR RECOMMENDATIONS | | |
|--------------------------------------|---|--|---|----------------------------|
| | ITEM | <u>QUANTITY</u> | PRICE QUOTATION | TOTAL |
| | | | | |
| assist the Govern | nment in developing a data base | for future acquisitions of ith respect to any individu | o avoid acquisitions in disadvant these items. However, the Govern aal item in the event quotations | ment reserves the right to |
| (KF7003) | | (End of Provision) | | |
| K-4 | 52.215-6 PLACE OF PERFOR | MANCE | | OCT/1997 |
| (checouse one or monthis proposal or | s not intend ck applicable block) re plants or facilities located response to request for informa offeror or respondent checks '' | tion. | n the address of the offeror or r of this provision, it shall inse | |
| Ac | lace of Performance (Street ddress, City, State, County, Zip ode) | | Name and Address of Owner and Operator of the Plant or Facilit Other Than Offeror or Respondent | |
| _ | | | | _ |
| _ | | | | _ |

(End of Provision)

(KF7023)

Reference No. of Document Being Continued Page 29 of 34 **CONTINUATION SHEET** PIIN/SIIN W52H09-04-R-0305 MOD/AMD Name of Offeror or Contractor: FEB/1999 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS The offeror represents that -(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; (b) It () has, () has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards. (End of Provision) (KF7057) K-6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984 The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (End of Provision) (KF7020) K-752 223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING ATTG / 2003 (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires (b) By signing this offer, the offeror certifies that -(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing

- submission of this certification as a prerequisite for contact award.
- and reporting requirements described in section 313 of th Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

| (Note: The offeror must check the appropriate paragraph(s).) | |
|--|-----------|
| (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65; | |
| (ii) The facility does not have 10 or more full-time employees as specified in section $313(b)(1)(A)$ of EPCRA, $11023(b)(1)(A)$; | 42 U.S.C. |
| (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) (U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been EPA); | |

North American Industry Classification System (NAICS) sectors:

(iv) The facility does not fall within the following Standard Industrial Classification SIC) Codes or their corresponding

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- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - ____ (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

(KF7069)

K-8 252.225-7000 BUY-AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE

APR/2003

- (a) Definitions. Domestic end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
 - (b) Evaluation. The Government -
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
 - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitations, the offeror certifies that -
 - (i) Each end product, except those listed in paragraph (2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The Offeror certifies that the following end products are qualifying country end products:

| (Line Item Number) |
|--|
| (Country of Origin) |
| (country of dright) |
| (3) The following end products are other foreign end products: |
| |
| |
| (Line Item Number) |
| |
| (Country of Origin) (If known) |

| CONTINUATION SHEET | Reference No. of Document Be | Page 31 of 34 | |
|--------------------------------|------------------------------|---------------|---|
| CONTINUATION SHEET | PHN/SHN W52H09-04-R-0305 | MOD/AMD | |
| Name of Offeror or Contractor: | | | • |

(End of Provision)

(KA7703)

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Name of Offeror or Contractor:

CONTINUATION SHEET

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PRICE

- 1. The offeror will enter unit prices for each ordering period for all quantities for all CLINs on the Price Evaluation Spreadsheet. All unit prices will be binding.
- 2. The Government reserves the right to require the submission of any data necessary to validate the reasonablemess of an offer.

*** END OF NARRATIVE L 001 ***

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> http://www.arnet.gov/far/ www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title. (LA7001)

| | Regulatory Cite | Title | Date |
|-----|-----------------|--|----------|
| L-1 | 52.211-2 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF | JAN/2004 |
| | | SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE | |
| | | ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, | |
| | | DOD 5010.12-L | |
| L-2 | 52.215-1 | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION | JAN/2004 |
| L-3 | 52.247-45 | F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION | APR/1984 |
| | | | |
| T4 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |

The Government contemplates award of a 3 year, firm fixed price, indefinite delivery indefinite quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

(LF6008)

 $L_1 = 5$ AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-6 52.215-4510 ELECTRONIC BIDS/OFFERS NOV/2001 TACOM-RT

1. Quotes/bids/proposals to the Government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This

Reference No. of Document Being Continued **CONTINUATION SHEET**

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PIIN/SIIN W52H09-04-R-0305

Name of Offeror or Contractor:

requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Quoters/Bidders/Offerors are required to submit their quotes/bids/proposals for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/ separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code (309) 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

- 3. Prior to submission of your quote, bid, or proposal, read the latest electronic bid/proposal instructions at web page, "https://aaisbids.ria.army.mil", and click on the icon for additional information.
 - Assuming that your quote/bid/proposal was electronically transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX, was created under Solicitation W52H09XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE, "https://aais.ria.army.mil/aais/Padds web/index.html".

- 5. If you receive an error message of any type, your quote/bid/proposal was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by datafaxing your quote/bid/proposal to Area Code (309)782-2047.
- 6. Quotes/bids/proposals must arrive in their entirety by the time specified in the solicitation. Quoters/Bidders/Offerors bear the responsibility of timely transmission of their quotes/bids/proposals to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

52.215-4511 ELECTRONIC AWARD NOTICE FEB/2002

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps)or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FedBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in regulations.

| Vendor's | Electronic | Mail | Address: | |
|----------|------------|------|----------|--|
| | | | | |

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| N. 6.066 C. 4 | | | • |

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

PRICE

- 1. The Government will evaluate offers based on prices proposed for all CLINs for all ordering periods and any other price related factors required by the solicitation.
- a. For purposes of evaluating CLINs 0001 thru 0006, the proposed unit prices for each order quantity range will be multiplied by the weight and the maximum order quantity of the range to determine a weighted price for each pricing period. The evaluated CLIN price is the sum of the weighted prices for all ordering periods.
- b. A total evaluated price will be determined by adding the evaluated CLIN prices and any other price related evaluation factors required by the solicitation.
- 2. If an offeror takes exception to any of the CLINs or fails to propose for all quantities on all ordering periods, the Government may reject that offer as unacceptable.

*** END OF NARRATIVE M 001 ***

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(MA7001)